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7 **IN THE UNITED STATES BANKRUPTCY COURT**
DISTRICT OF ARIZONA, YUMA DIVISION

8 ROBERT REYNOLDS
9 1826 MARTINIQUE DR
LAKE HAVASU CITY AZ 86406

10 *Debtors*

In Proceedings Under Chapter 13

No. **0:12-BK-17232 EPB**

SECOND AMENDED CHAPTER 13 PLAN

11
12 **GENERAL TERMS THAT APPLY:**

13 This Plan may affect creditor rights. **If you object to the treatment of your claim as proposed**
14 **in this Plan, you must file a written objection by the deadline set forth in a Notice of Date to**
15 **File Objections to Plan that was served on parties in interest.** If this is a joint case, then
16 "Debtor" means both Debtors. This plan does not allow claims or affect the timeliness of any
17 claim. To receive payment on your claim, you must file a proof of claim with the Bankruptcy Court,
even if this Plan provides for your debt. The applicable deadlines to file a proof of claim were
specified in the Notice of Commencement of Case. Except as provided in § 1323(c), a creditor
who disagrees with the proposed treatment of its debt in this Plan must timely file an objection to
the Plan.

18 **A. PLAN PAYMENTS / PROPERTY SUBMITTED TO THE PLAN**

19 1. Plan payments start on August 16, 2012 Debtor(s) shall pay the Trustee as
20 The proposed plan duration is 60 months. The applicable commitment period is 60
21 months. Section 1325(b)(4).

22 Months 1	\$238.32	
23 Months 2 - 16	\$240.00	Subtotal to Nov 2013 = \$3,838.32
24 Months 17 - 60	\$565.00	Subtotal to Plan end = \$24,860.00
25 Total paid into plan = \$28,246.91		

26 2. In addition to the plan payments, Debtor will submit the following property to the
Trustee: Income tax refunds to the Trustee for tax years which end within the Plan duration; all

such tax refunds shall be applied as Supplemental Payments.

B. Trustee's Percentage Fee. Pursuant to 28 U.S.C. § 586(e), the Trustee may collect the percentage fee from all payments and property received, not to exceed 10%.

C. Treatment of Administrative Expenses, Post Petition Mortgage Payments and Claims. Except for adequate protection payments under (C)(1), Post Petition Mortgage Payments under (C)(4), or as otherwise ordered by the Court, the Trustee will make disbursements to creditors after the Court confirms this Plan. Unless otherwise provided below in Section (J) VARYING PROVISIONS, disbursements by the Trustee shall be pro rata by class (except for adequate protection payments) and made in the following order:

1. *Adequate protection payments.* Section 1326(a)(1)(C) requires adequate protection payments to be made to creditors secured by personal property. Pursuant to Local Bankruptcy Rule 2084-6, the Trustee is authorized to make pre-confirmation adequate protection payments to the certain secured creditors without a Court order, provided the claim is properly listed on Schedule D, the creditor files a secured proof of claim that includes documentation evidencing a perfected security agreement, and the debtor or creditor sends a letter to the trustee requesting payment of pre-confirmation adequate protection payments. The Trustee will apply adequate protection payments to the creditor's secured claim. After confirmation, unless the Court orders otherwise, adequate protection payments will continue in the same amount until claims to be paid prior to these claimants are paid in full, unless the confirmed plan or a court order specifies a different amount. **If a secured creditor disagrees with the amount of the proposed adequate protection payments or the plan fails to provide for such payments, the creditor may file an objection to confirmation of this plan, file a motion pursuant to §§ 362, 363, or do both.**

Creditor	Property Description	Monthly Amount
none		

See Section J, Varying Provisions

2. Administrative Expenses Section 507 (a)(2) -

a. Attorney fees. Debtor's attorney received \$ 500.00 before filing. The balance of \$ 3,000.00 or an amount approved by the Court upon application shall be paid by the Trustee. See Section (F) for any fee application.

b. Other Administrative Expenses- none AND SPECIFICALLY NONE TO DOCUMENT PREPARER SANDY COFFMAN.

xx See Section J, Varying Provisions

3. Leases and Unexpired Executory Contracts. Pursuant to § 1322(b), the Debtor assumes or rejects the following lease or unexpired executory contract. For a lease or executory contract with an arrearage to cure, the arrearage will be cured in the plan payments with regular monthly payments to be paid direct by the Debtor. The arrearage amount to be adjusted to the amount in the creditor's allowed proof of claim.

1 a. Assumed:

2 Creditor

Property

Monthly Pay

3 b. Rejected: NONE

4 ___ See Section J, Varying Provisions

5
6 **4. Claims Secured Solely by Security Interest in Real Property.**

7 A creditor identified in this paragraph may mail the Debtor all correspondence, notices, statements, payment coupons, escrow notices, and default notices concerning any change to the monthly payment or interest rate without such being a violation of the automatic stay. Unless stated below, Debtor is to pay post-petition payments direct to the creditor and prepetition arrearages shall be cured through the Trustee. No interest will be paid on the prepetition arrearage or debt unless otherwise stated. The arrearage amount is to be adjusted to the amount in the creditor's allowed proof of claim. Except as provided in Local Bankruptcy Rule 2084-23, if a creditor gets unconditional stay relief the actual cure amount to be paid shall be adjusted by the Trustee pursuant to the creditor's allowed proof of claim. If the Debtor is surrendering an interest in real property, such provision is in paragraph (E). The Debtor is retaining real property and provides for each such debt as follows:

12

Creditor/Servicing Agent & Property Description	Collateral Value & Valuation Method	Post-Petition Mortgage Payments	Estimated Arrearage	Arrearage Through Date
Greentree	\$175,000	1409.	524.	8/6/2012
Specialized Loan Svc	zero – no equity Adversary action to be filed to have lien removed and paid as unsecured creditor pro rata on plan completion			

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19 xx See Section J, Varying Provisions

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21 **5. Claims Secured by Personal Property or a Combination of Real and Personal Property.** Pursuant to § 1325(a), secured creditors listed below shall be paid the amount shown as the Amount to be Paid on Secured Claim, with such amount included in the Plan payments. However, if the creditor's proof of claim amount is less than the Amount to be Paid on Secured Claim, then only the proof of claim amount will be paid. Any adequate protection payments are as provided in Section (C)(1) above. If a creditor fails to file a secured claim or files a wholly unsecured claim, the debtor may delete the proposed payment of a secured claim in the order confirming plan.

Creditor/Servicing Agent & Property Description	Debt Amount	Collateral Value & Valuation Method	Amount Paid on Secured Claim	Interest
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none

— See Section J, Varying Provisions

6. Priority, Unsecured Claims. All allowed claims entitled to priority treatment under § 507 shall be paid in full pro rata.

IRS PER PROOF OF CLAIM # 3 TO BE PAID \$3,720.88

— See Section J, Varying Provisions

7. Codebtor Claims. The following codebtor unmodified creditors shall be paid directly by the Debtor for the purpose indicated, in the amount listed, and at the interval stated.

Creditor	Payment Amount	Frequency/Duration
NONE		

— See Section J, Varying Provisions

8. Nonpriority, Unsecured Claims. Allowed unsecured nonpriority claims shall be paid pro rata the balance of payments under the Plan.

— See Section J, Varying Provisions

D. Lien Retention. Secured creditors shall retain their liens until payment of the underlying debt determined under nonbankruptcy law or upon discharge, whichever occurs first. Federal tax liens shall continue to attach to property excluded from the bankruptcy estate under 11 U.S.C. § 541(c)(2) until the Internal Revenue Service is required to release the liens in accordance with non bankruptcy law.

— See Section (J), Varying Provisions.

E. Surrendered Property. Debtor surrenders the following property to the secured creditor. Upon confirmation of this Plan or except as otherwise ordered by the Court, bankruptcy stays are lifted as to the collateral to be surrendered. Any secured claim filed by such creditor shall receive **no** distribution until the creditor files an allowed unsecured claim or an amended proof of claim that reflects any deficiency balance remaining on the claim. *Should the creditor fail to file an amended unsecured claim consistent with this provision, the Trustee need not make any distributions to that creditor.*

1 Creditor

Property Being Surrendered

2 Capital One NA, c/o Bass & Assoc.
3 3936 E. Ft Lowell Rd, Tucson AZ 85712

2007 Polaris, see Claim #8 and Stm
Affairs explanation

4
5 **F. Attorney Application for Payment of Attorney Fees.**

6 Attorney Application for Payment of Attorney Fees. Counsel for the Debtor has received a pre
7 petition retainer of \$ 500.00 , to be applied against fees and costs incurred. Fees and costs
8 exceeding the retainer shall be paid from funds held by the Chapter 13 Trustee as an
9 administrative expense. Counsel will be paid as selected in paragraph (1) or (2) below:

10 **1. Flat Fee.** Counsel for the Debtor has agreed to a total sum of \$ _____ to
11 represent the Debtor. Counsel has agreed to perform the following services through
12 confirmation of the plan:

13 _____ All of the below, except Additional Services.

14 _____ Review of financial documents and information.

15 _____ Consultation, planning, and advice, including office visits and telephone
16 communications.

17 _____ Preparation of Petition, Schedules, Statement of Financial Affairs, Master Mailing List.

18 _____ Preparation and filing of Chapter 13 Plan, Plan Analysis, and any necessary
19 amendments.

20 _____ Attendance at the § 341 meeting of creditors.

21 _____ Resolution of creditor objections and Trustee recommendations, and attendance at
22 hearings.

23 _____ Reviewing and analyzing creditor claims for potential objections, and attendance at
24 hearings.

25 _____ Responding to motions to dismiss, and attendance at hearings.

26 _____ Responding to motions for relief from the automatic stay, and attendance at hearings.

_____ Drafting and mailing of any necessary correspondence.

_____ Preparation of proposed order confirming the plan.

_____ Representation in any adversary proceedings.

_____ Representation regarding the pre-filing credit briefing and post-filing education course.

Additional Services. Counsel for the Debtor has agreed to charge a flat fee for the following
additional services provided to the Debtor after confirmation of the plan:

_____ Preparation and filing of Modified Plan \$ _____.

_____ Preparation and filing of motion for moratorium \$ _____.

_____ Responding to motion to dismiss, and attendance at hearings \$ _____.

_____ Defending motion for relief from the automatic stay or adversary proceeding
\$ _____.

1 ___ Preparation and filing of any motion to sell property \$ _____.
2 ___ Other: _____

3 ___ All other additional services will be billed at the rate of \$ _____ per hour for
4 attorney time and \$ _____ per hour for paralegal time. Counsel will file and notice a
5 separate fee application detailing the additional fees and costs requested. Counsel will include
6 all time expended in the case in the separate fee application.

7 ___ See Section (J), Varying Provisions

8 **2. Hourly Fees.** For hourly fees to be paid as an administrative expense, counsel
9 must file and notice a separate fee application detailing the additional fees and costs requested.
10 The application must include all time expended in the case. Counsel has agreed to represent
11 the Debtor for all services related to the Chapter 13 bankruptcy to be billed at the rate of
12 \$ 275.00 _____ per hour for attorney time and \$ 90.00 _____ per hour for paralegal time.

13 ___ **XX** See Section (J), Varying Provisions

14 **G. Vesting.** Property of the estate shall vest in the Debtor upon confirmation of the Plan.
15 The following property shall not re-vest in the Debtor upon confirmation: NONE

16 ___ See Section (J), Varying Provisions

17 **H. Tax Returns.** While the case is pending, the Debtor shall provide to the trustee a copy
18 of any post-petition tax return within thirty days after filing the return with the tax agency. The
19 Debtor has filed all tax returns for all taxable periods during the four-year period ending on the
20 original chapter 7 petition date.

21 ___ See Section (J), Varying Provisions

22 **I. Funding Shortfall.** Debtor will cure any funding shortfall before the Plan is deemed
23 completed.

24 **J. Varying Provisions.** The Debtor submits the following provisions that vary from the
25 Local Plan Form; Sections A through H:

- 26 1. Admin Expense - ATTORNEY'S FEES
- 27 2. Admin Expense - Coffmann not paid at all.
- 28 3. Admin Expense - Trustee – Trustee get the % allocated per the Plan payments,
29 plus in addition, the % times the \$19,231.00 mistakenly paid to Trustee by Debtor, but then
30 paid to Greentree
- 31 4. Lien Removal of Second on Homestead - Adversary to commence; upon plan
32 completion, lien removed.

K. Plan Summary. If there is a discrepancy between paragraphs (A) - (J) and paragraphs (K) - (M), then the provisions of paragraphs (A) - (J) and the confirmed plan control.

Title / Subject	Amount
(1) Trustee's compensation (max 10% of plan payments)	
(2) Ongoing post petition mortgage payments \$1,409.00 direct	
(3) Administrative expenses and claims:	\$3,000.00
(4) Priority claims	\$3,720.88
(5) Pre petition mortgage or lease arrears cure defaults + interest	\$524.00
(6) Secured Personal Property Claims including interest	\$0.00
(7) Amount to unsecured non priority claims	\$17,030.00
Total plan payments	\$24,274.88

L. Section 1325 Analysis.

(1) <i>Best Interest of Creditors Test:</i>	
(a) Value of debtor's interest in nonexempt property	0
(b) Plus: Value of property recoverable under avoiding powers	0
(c) Less: Estimated Chapter 7 administrative expenses	60
(d) Less: Amount payable to unsecured, priority creditors	3720
(e) Equals: Estimated amount payable to unsecured, nonpriority claims if debtor filed Chapter 7	0

Paragraph (2) to be completed by debtors whose current monthly income exceeds the state's median income.

(2) <i>Section 1325(b) Analysis:</i>	
(a) Monthly disposable income under § 1325(b)(2), Form B22C, Statement of Current Monthly Income.	
(b) Applicable commitment period	60 months
(c) Section 1325(b)(2) monthly disposable income amount multiplied by 60 \$283.83 x 60 =	17,029.80

M. Plan Estimated Payment to Unsecured, Nonpriority Creditors Under	17,030.00
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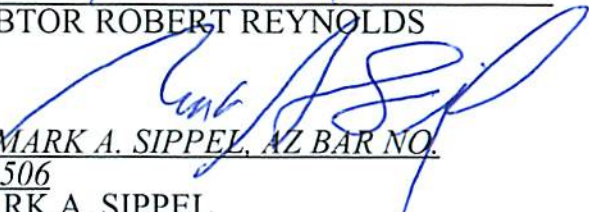
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3 **N. OBJECTION TO PLAN.**

4 Any objections by a creditor to the Plan must be in writing and filed with the Bankruptcy Court
5 no later than the date specified in the notice. A copy of the objection must be served upon the
6 Trustee and Debtor's counsel. If the Debtor is not represented by an attorney, then a copy must
7 also be served upon the Debtor. If no objection is timely filed, then the creditor is deemed to
8 have accepted treatment of its claim under the Plan.

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DEBTOR


DEBTOR ROBERT REYNOLDS

SUBMITTED this date: 2/19/14


/S/ MARK A. SIPPEL, AZ BAR NO.
005506
MARK A. SIPPEL
Attorneys for Debtor

SPREADHEET OF PAYMENTS AND MONIES TO ALLOCATE TO GREENTREE

ROBERT REYNOLDS 12-BK-17232 EPB PAYMENTS TO TRUSTEE

RC	VD DATE	CHECK #	AMOUNT	Payment due	Monies to Greentree
	11/4/2013	386	\$1,700.00	\$240.00	\$1,460.00
	10/3/2013	371	\$1,700.00	\$240.00	\$1,460.00
	9/3/2013	359	\$1,700.00	\$240.00	\$1,460.00
	8/2/2013	336	\$1,700.00	\$240.00	\$1,460.00
	7/1/2013	327	\$1,800.00	\$240.00	\$1,560.00
	6/3/2013	309	\$1,800.00	\$240.00	\$1,560.00
	5/3/2013	293	\$1,800.00	\$240.00	\$1,560.00
	4/3/2013	277	\$1,800.00	\$240.00	\$1,560.00
	3/4/2013	455	\$1,800.00	\$240.00	\$1,560.00
	2/4/2013	254	\$1,851.00	\$240.00	\$1,611.00
	1/4/2013	241	\$1,700.00	\$240.00	\$1,460.00
	12/3/2012	226	\$1,650.00	\$240.00	\$1,410.00
	11/5/2012	311	\$1,350.00	\$240.00	\$1,110.00
	10/3/2012	8641	\$240.00	\$240.00	\$0.00
	9/4/2012	8526	\$240.00	\$240.00	\$0.00
	8/16/2012	8457	\$238.32	\$238.32	\$0.00
Monies held by Trustee				\$3,838.32	\$19,231.00

Balance Owed Greentree per Exhibit B -18471.95

Sum Left with Trustee after allocating payments from Aug -12 to Nov 13 \$759.05

Future Payment Schedule

Dec-13	\$370.00
Jan-14	\$370.00
Feb-14	\$370.00
Mar-14	\$370.00
Apr-14	\$370.00
May-14	\$370.00
Jun-14	\$370.00
Jul-14	\$370.00
Aug-14	\$370.00
Sep-14	\$370.00
Oct-14	\$370.00
Nov-14	\$370.00
Dec-14	\$370.00
Jan-15	\$370.00
Feb-15	\$370.00
Mar-15	\$370.00
Apr-15	\$370.00
May-15	\$370.00

Exhibit A
TO 2d
Amended Plan

Jun-15	\$370.00	
Jul-15	\$370.00	
Aug-15	\$370.00	
Sep-15	\$370.00	
Oct-15	\$370.00	
Nov-15	\$370.00	
Dec-15	\$370.00	
Jan-16	\$370.00	
Feb-16	\$370.00	
Mar-16	\$370.00	
Apr-16	\$370.00	
May-16	\$370.00	
Jun-16	\$370.00	
Jul-16	\$370.00	
Aug-16	\$370.00	
Sep-16	\$370.00	
Oct-16	\$370.00	
Nov-16	\$370.00	
Dec-16	\$370.00	
Jan-17	\$370.00	
Feb-17	\$370.00	
Mar-17	\$370.00	
Apr-17	\$370.00	
May-17	\$370.00	
Jun-17	\$370.00	
Jul-17	\$370.00	
Aug-17	\$370.00	
Sub Total from Dec -13 to 7 - 17	\$16,650.00	
Sub total from above	\$3,838.32	
Total paid to Trustee	\$20,488.32	
Ttee fees for plan	-\$2,048.83	
Ttee fees for Extra Monies paid	-\$1,923.10	-\$3,971.93
Sub total paid	\$16,516.39	
less other claims paid	\$7,244.91	
Dividend to Unsecured Creditors	\$9,271.48	